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STEVEN CRAIG LEE

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

STEVEN CRAIG LEE

Plaintiff,

vs.

CHECKR, INC.

Defendants.

Civil Action No. 2:16-cv-1145

**FIRST AMENDED COMPLAINT FOR
VIOLATION OF FAIR CREDIT
REPORTING ACT AND THE
CALIFORNIA INVESTIGATIVE
CONSUMER REPORTING AGENCIES
ACT**

DEMAND FOR JURY TRIAL

I.

PRELIMINARY STATEMENT

1. This is an action for damages brought by an individual consumer against the Defendants for violations of the Fair Credit Reporting Act (hereafter the “FCRA”), 15 U.S.C. §§ 1681 *et seq.*, as amended and the California Investigative Consumer Reporting Agencies Act (“ICRAA”), Cal. Civ. Code §§ 1786.1 *et seq.*

1 9. The inaccurate information negatively reflects upon the Plaintiff,
2 Plaintiff's criminal history, Plaintiff's character and misidentified Plaintiff as a
3 convicted criminal. Due to Defendant's faulty procedures, Defendant mixed the
4 consumer file of Plaintiff and that of another individual with respect to the
5 inaccurate information and other personal identifying information.

6 10. Defendant has been reporting the inaccurate information through the
7 issuance of false and inaccurate information and consumer reports and background
8 reports that it has disseminated to various persons and potential employers, both
9 known and unknown.

10 11. Plaintiff has applied for and has been denied employment basis for
11 these denials was the inaccurate information that appears on Plaintiff's report,
12 which was a substantial factor for those denials.

13 12. Plaintiff's consumer reports and file have been obtained from
14 Defendant and have been reviewed by prospective and existing employers, and the
15 inaccurate information has been a substantial factor in precluding Plaintiff from
16 receiving employment offers.

17 13. Plaintiff has disputed the inaccurate information with Checkr by both
18 written communication to their representatives and by following Checkr's
19 established procedures for disputing consumer credit information.

20 14. Plaintiff has disputed the inaccurate information with Checkr since
21 August 2015.

22 15. Notwithstanding Plaintiff's efforts, Checkr has sent Plaintiff
23 correspondence indicating its intent to continue publishing the inaccurate
24 information and Checkr continued to publish and disseminate such inaccurate
25 information to other third parties, persons, entities and credit grantors. Checkr has
26 repeatedly published and disseminated consumer reports to such third parties from
27 at least August 2015.

1 16. Despite Plaintiff's efforts, Checkr has never: (1) contacted Plaintiff to
2 follow up on, verify and/or elicit more specific information about Plaintiff's
3 disputes; (2) contacted any third parties that would have relevant information
4 concerning Plaintiff's disputes; (3) forwarded any relevant information concerning
5 Plaintiff's disputes to the entities originally furnishing the inaccurate information;
6 and (4) requested or obtained any other relevant documents from the entities
7 furnishing the inaccurate information.

8 17. Despite Plaintiff's exhaustive efforts to date, Defendant Checkr has
9 nonetheless deliberately, willfully, intentionally, recklessly and negligently
10 repeatedly failed to perform reasonable investigations and/or reinvestigations of the
11 above disputes as required by the FCRA, failed to remove the inaccurate
12 information, failed to note the disputed status of the inaccurate information and
13 continued to report the derogatory inaccurate information about the Plaintiff.

14 18. As a result of Defendant's conduct, Plaintiff has suffered actual
15 damages in the form of lost employment opportunities, harm to reputation, and
16 emotional distress.

17 19. Defendant knew or should have known that its actions violated the
18 FCRA. Additionally, Defendant could have taken the steps necessary to bring its
19 agent's actions within compliance of these statutes, but neglected to do so and failed
20 to adequately review those actions to insure compliance with said laws.

21 20. At all times pertinent hereto, Defendant was acting by and through its
22 agents, servants and/or employees who were acting within the course and scope of
23 their agency or employment, and under the direct supervision and control of the
24 Defendant herein.

25 21. At all times pertinent hereto, the conduct of the Defendant, as well as
26 that of its agents, servants and/or employees, was malicious, intentional, willful,
27

reckless, and in grossly negligent disregard for federal and state laws and the rights of the Plaintiff herein.

V.

FIRST CLAIM FOR RELIEF

Violation of FCRA Sec.1681(e)b

22. Plaintiff incorporates the foregoing paragraphs as though the same were set forth at length herein.

23. At all times pertinent hereto, Defendant was a “person” and “consumer reporting agency” as those terms are defined by 15 U.S.C. § 1681a(b) and (f).

24. At all times pertinent hereto, the Plaintiff was a “consumer” as that term is defined by 15 U.S.C. § 1681a(c).

25. At all times pertinent hereto, the above-mentioned background check reports were “consumer reports” as that term is defined by 15 U.S.C. § 1681a(d).

26. Had Defendant employed, as the FCRA requires, “reasonable procedures to assure maximum possible accuracy of the information concerning the individual about whom the report relates,” Plaintiff’s report would not have included this derogatory and inaccurate criminal history.

27. Pursuant to 15 U.S.C. § 1681n and 15 U.S.C. § 1681o, Defendant is liable to the Plaintiff for willfully and negligently failing to employ and follow reasonable procedures to assure maximum possible accuracy of Plaintiff’s credit report, information and file, in violation of 15 U.S.C. § 1681e(b).

28. The conduct of Defendant was a direct and proximate cause, as well as a substantial factor, in bringing about the serious injuries, actual damages and harm to the Plaintiff that are outlined more fully above and, as a result, Defendant are liable to the Plaintiff for the full amount of statutory, actual and punitive damages, along with the attorneys’ fees and the costs of litigation, as well as such further relief, as may be permitted by law.

VI.

SECOND CLAIM FOR RELIEF – CHECKR

Violation of FCRA Sec.1681i

29. Plaintiff incorporates the foregoing paragraphs as though the same were set forth at length herein.

30. Pursuant to 15 U.S.C. § 1681n and 15 U.S.C. § 1681o, Checkr is liable to the Plaintiff for willfully and negligently failing to comply with the requirements imposed on a consumer reporting agency of information pursuant to 15 U.S.C. 1681i.

31. The conduct of Checkr was a direct and proximate cause, as well as a substantial factor, in bringing about the serious injuries, actual damages and harm to Plaintiff that are outlined more fully above and, as a result, Checkr is liable to Plaintiff for the full amount of statutory, actual and punitive damages, along with the attorney's fees and the costs of litigation, as well as such further relief, as may be permitted by law.

VII.

THIRD CLAIM FOR RELIEF

Violation of ICRAA Cal.Civ.Code 1786.20

32. Plaintiff incorporates the foregoing paragraphs as though the same were set forth at length herein.

33. Defendant is an "investigative consumer reporting agency" as defined by Cal. Civ. Code § 1786.2(d).

34. Plaintiff is a "consumer" as that term is defined by Cal. Civ. Code § 1786.2(b).

35. The above-mentioned consumer reports were "investigative consumer reports" as that term is defined by Cal. Civ. Code § 1786.2(c) and were provided to

1 potential employers for employment purposes, as that term is defined by
2 Cal.Civ.Code. §1786.2(f).

3 36. Pursuant to Cal. Civ. Code § 1786.20, Defendant is liable for violating
4 the ICRAA by failing to follow reasonable procedures to assure maximum possible
5 accuracy of the information concerning Plaintiff.

6 37. The conduct of Defendant was a direct and proximate cause, as well
7 as a substantial factor, in bringing about the serious injuries, actual damages and
8 harm to the Plaintiff that are outlined more fully above and, as a result, Defendant
9 is liable to the Plaintiff for the full amount of statutory, actual and punitive damages,
10 along with the attorneys' fees and the costs of litigation, as well as such further
11 relief, as may be permitted by law.

12 **VIII.**

13 **FOURTH CLAIM FOR RELIEF**

14 *Violation of ICRAA Cal.Civ.Code 1786.24*

15 38. Plaintiff incorporates the foregoing paragraphs as though the same
16 were set forth at length herein.

17 39. Pursuant to Cal. Civ. Code § 1786.24, Defendant is liable for violating
18 the ICRAA by failing to conduct a reasonable reinvestigation and by failing to
19 consider all relevant information submitted by Plaintiff.

20 40. Defendant failed to mark the disputed information as disputed in
21 subsequent investigative consumer reporting in violation of Cal.Civ.Code 1786.24.

22 41. Defendant failed to promptly delete the inaccurate information from
23 Plaintiff's consumer file after its reinvestigation, in violation of Cal.Civ.Code
24 §1786.24(e).

25 42. The conduct of Defendant was a direct and proximate cause, as well
26 as a substantial factor, in bringing about the serious injuries, actual damages and
27 harm to the Plaintiff that are outlined more fully above and, as a result, Defendant

1 is liable to the Plaintiff for the full amount of statutory, actual and punitive damages,
2 along with the attorneys' fees and the costs of litigation, as well as such further
3 relief, as may be permitted by law.

4 **VIII.**

5 **JURY TRIAL DEMAND**

6 43. Plaintiff demands trial by jury on all issues so triable.

7 **IX.**

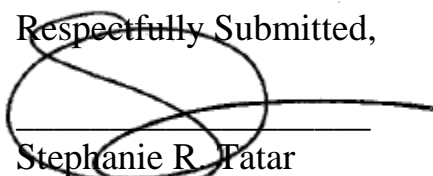
8 **PRAYER FOR RELIEF**

9 WHEREFORE, Plaintiff seeks judgment in Plaintiff's favor and
10 damages against the Defendant, based on the following requested relief:

- 11 (a) Actual damages under the FCRA and ICRAA;
12 (b) Statutory damages under the FCRA;
13 (c) Punitive damages under the ICRAA;
14 (d) Punitive damages under the FCRA;
15 (e) Injunctive relief under the ICRAA;
16 (f) Costs and reasonable attorney's fees pursuant to 15 U.S.C. §§
17 1681n, 1681o and ICRAA § 1786.50(a)(2); and
18 (g) Such other and further relief as may be necessary, just and proper.
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1 Dated: March 28, 2016

2 Respectfully Submitted,

3 A large, stylized handwritten signature in black ink, consisting of a large loop and a long horizontal stroke extending to the right.

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